

Remarks/Arguments

Claims 1-6, 8-11, and 13-18 are pending in the present application, claims 7 and 12 having been cancelled by a previous amendment, and claim 18 having been added by the present amendment. It is respectfully submitted that no new matter has been added by way of this amendment.

As an initial matter, Applicants would like to thank the Examiner for conducting two interviews regarding this case on October 20 and October 21, 2010. Although no specific agreement was reached, the Examiner agreed to consider this amendment.

Applicants respectfully traverse the rejection of claims 1-6, 8-11, and 13-17 as anticipated by or obvious over one or more of Sailors U.S. 3,627,176 and Privas U.S. 5,417,258.

Claim 1 recites a dispenser “having solenoid valve means enclosed in a metallic locking cover means . . . arranged to intensify a magnetic field . . . wherein the metallic locking cover means comprises a metallic hood and a metallic base, and wherein the metallic hood engages the metallic base to lock the metallic locking cover means.”

Claim 13 recites a dispenser “having a solenoid valve means enclosed in a metallic locking cover means . . . the metallic locking cover means having a metallic base and a metallic hood complimentary to one another such that the metallic base can engage the metallic hood to lock the metallic locking cover means . . . and the metallic locking cover means being arranged to intensify a magnetic field . . .”

New claim 18 recites a dispenser “having a metallic locking cover means having a metallic base having a hooked portion and a metallic hood having an indented portion, wherein the hooked portion and the indented portion interlock with one another such that the metallic base can engage the metallic hood to lock the metallic locking cover means . . . and a solenoid valve means being enclosed in the metallic locking cover means, wherein the solenoid valve means are arranged to facilitate movement of the spray material from the container to the spray head when the dispenser is in use.”

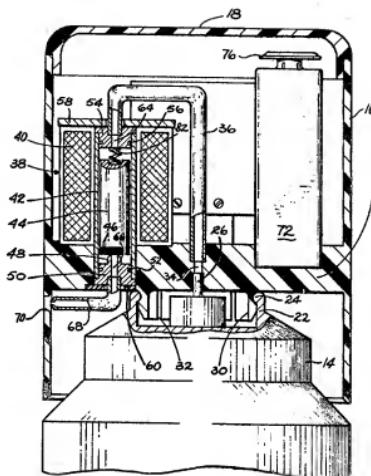
In order for a claim to be anticipated under 35 U.S.C. § 102(b), a single prior art reference must show all of the recited limitations arranged or combined in the same way as recited in the claim. *Net Money, Inc. v. Verisign, Inc.*, 545 F.3d 1359, 1369 (Fed. Cir. 2008). To support a *prima facie* case of obviousness under 35 U.S.C. § 103(a), an examiner must establish

“a finding that the prior art included each element claimed, although not necessarily in a single prior art reference, with the only difference between the claimed invention and the prior art being the lack of actual combination of the elements in a single prior art reference.” MPEP § 2143(A) (citing *KSR International Co. v. Teleflex Inc.*, 550 U.S. 398 (2007)). In this case the rejection of claims 1 and 13, and claims 2-6, 8-11, and 14-17 dependent thereon, is incorrect because neither Sailors nor Privas show a solenoid valve means enclosed in a metallic locking cover means, wherein the metallic locking cover means is comprised of a metallic hood and metallic base and is arranged to intensify a magnetic field.

Rather, Privas shows a device for spraying a fluid, wherein the device includes an actuator head 1 affixed to a tank 100 of fluid (see FIG. 22). Referring to FIGS. 27 and 28, the actuator head 1 includes a hook 107 that engages a loop 106 disposed on a top portion of the tank 100. A solenoid 13 has a soft iron core armature 12 connected to a non-magnetic rod 14 that actuates a pump 6 via a pushbutton 10 having a nozzle 11, and which is mounted on an actuator rod 9 (see FIG. 2). While Privas discloses a cover for a solenoid actuated spray valve, Privas fails to disclose or suggest a metallic cover that is capable of intensifying a magnetic field.

Sailors shows an automatic spray dispenser 10, which includes a timer circuit 74 (see also FIG. 4) and a solenoid 38 operated valve 26 having a moveable cylindrical armature piston 44. The solenoid valve has a solenoid coil 40 that surrounds a cylindrical sleeve 42. The cylindrical sleeve 42 slideably receives the cylindrical armature piston 44. Upper and lower closure members 54, 46 are held in place on opposite ends of the cylindrical armature piston 44 by upper and lower clamping plates, 58, 60 clamped together by elongated bolts 62.

The examiner’s characterization of the components of Sailors does not comport with the claim language in the present application. Specifically, the Examiner characterizes the cylindrical sleeve (42) of Sailors as a metallic cover. There is no teaching or suggestion that the sleeve (42) of Sailors is either metallic or a cover. Further, claims 1, 13, and 18 require the solenoid valve means to be enclosed in a metallic locking cover means. The Examiner alleges that protuberance (48) is the solenoid valve means and is enclosed in a metallic cover. However, the alleged metallic cover is actually the cylindrical sleeve (42). Further, Sailors’ sleeve is enclosed by the solenoid coil rather than the solenoid coil being enclosed by the sleeve.



Furthermore, the cylindrical sleeve 42 of Sailors is not comprised of the clamping plate 58 (alleged metallic hood) and the closure member 50 (alleged metallic base). Instead, the cylindrical sleeve is a stand alone structure, with the lower closure member being "inserted into the lower or outlet end of the cylinder formed by the sleeve 42," *Sailors* (column 3, lines 35-36), and the upper clamping plate cooperating with the lower clamping plate to hold the upper and lower closure members in place. *Id.* (column 3, lines 40-46). Still further, the examiner's characterization of the upper clamping plate 58 as a metallic hood is incorrect because the upper clamping plate is situated adjacent the upper surface of the solenoid rather than enclosing the solenoid. Similarly, the examiner's characterization of the lower closure member 50 as a metallic base is incorrect because the lower closure member does not engage a metallic hood to lock a metallic cover around the solenoid. Rather, as shown in the Figure above, the alleged metallic base 50 and the alleged metallic hood 58 are situated in different parts of the housing and do not engage each other.

Also, there is no disclosure in Sailors, including those portions cited by the examiner, that the cylindrical sleeve, clamping plates, closure members, or any other such structures are arranged to intensify a magnetic field. Thus, Sailors and Privas do not teach or suggest a solenoid valve means enclosed in a metallic locking cover means, wherein the metallic locking cover means is comprised of a metallic hood and metallic base that are arranged to intensify a magnetic field.

The examiner argues that even if “the references fail to show a solenoid coil enclosed by a cover . . . this feature is not recited in the rejected claim(s).” *Office action* at 3. As detailed above, all the claims at issue recite “a dispenser having a solenoid valve means enclosed in a metallic locking cover means.” Additionally, it is axiomatic that “claim language should be read in light of the specification as it would be interpreted by one of ordinary skill in the art.” *In re Bond*, 910 F.2d 831, 833 (Fed. Cir. 1990) (citations omitted). In this case, the specification states that “the solenoid valve 4 comprises a bobbin 10 which is wound with electrical wire 11, through which an armature is moveable.” Page 4 of Specification, lines 3-5; *see also* [0022] of U.S. Patent Publication 2006/0060615. In the next paragraph, the specification states that “[t]he valve 4 is enclosed in a metallic cover comprising a metallic hood 15 and a metallic base 16.” Page 4 of Specification, lines 13-14; *see also* [0023] of U.S. Patent Publication 2006/0060615. In light of the disclosure in the specification, one of ordinary skill in the art would interpret the claimed “solenoid valve means” as including the bobbin 10 wound with electrical wire 11. Further, one of ordinary skill in the art would characterize the electrical wire 11 of the valve 4 as a solenoid coil. Thus, the claims at issue do recite a solenoid coil enclosed by a metallic cover when read in light of the specification, thereby making the claims at issue novel, non-obvious and allowable over the cited prior art.

For the foregoing reasons, reconsideration and withdrawal of the rejections of the claims at issue and allowance thereof is respectfully requested.

Deposit Account Authorization

The Commissioner is hereby authorized to charge any deficiency in any amount enclosed or any additional fees which may be required during the pendency of this application under 37 CFR 1.16 or 1.17, except issue fees, to Deposit Account No. 50-1903.

Sincerely,

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